

**AN ORDINANCE
BY FINANCE EXECUTIVE COMMITTEE**

11- 0 -0902

AN ORDINANCE BY FINANCE EXECUTIVE COMMITTEE AUTHORIZING THE MAYOR TO ACCEPT AND APPROPRIATE INTEREST INCOME FROM THE CERTAIN LEASE PURCHASE AGREEMENT WITH MOTOROLA AS DEFINED IN THE ESCROW AGREEMENT BETWEEN THE CITY OF ATLANTA, MOTOROLA AND BANK OF NEW YORK TRUST COMPANY AS ESCROW AGENT IN THE AMOUNT OF SIX HUNDRED EIGHTY-FIVE THOUSAND, SEVEN HUNDRED NINETY-NINE DOLLARS AND THIRTY-NINE CENTS (\$685,799.39) FROM THE MOTOROLA RADIO UPGRADE EQUIPMENT ACQUISITION FUND TO FUND THE OPERATION SHIELD VIDEO SURVEILLANCE PROGRAM; AND FOR OTHER PURPOSES

WHEREAS, the City of Atlanta ("City") entered into a multi-term contract No. FC-6007000017, Radio System Upgrade for an amount not to exceed \$41,602,035.00, pursuant to 07-R-2163 adopted by Atlanta City Council on November 05, 2007 and Approved by the Mayor on November 5, 2007; and

WHEREAS, the lease agreement called for the designation of an interest bearing escrow account, Equipment Acquisition Fund ("Acquisition Fund") between Motorola and the City to be administered by Bank of New York Trust Company as the Escrow Agent; and

WHEREAS, the terms of lease agreement called for the City to deposit \$41,602,035.00 into the Acquisition Fund to be used to pay for the cost of the acquisition of the equipment and services provided by Motorola; and

WHEREAS, upon the termination of the equipment lease Motorola has the option to pay the funds remaining in the escrow account to any assignee or sub-assignee; and

WHEREAS, Motorola has designated the City as an assignee of the remaining funds in the escrow account in the form of a credit to fund the Operation Shield Video Surveillance Program; and

WHEREAS, the \$685,799.39 credit will be used to fund the Operation Shield Video Surveillance Program in accordance with the City's wish to upgrade our public safety communications system.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS, as follows:

SECTION 1: that the City of Atlanta accept and appropriate \$685,799.39 credit from the Motorola Radio Upgrade Equipment Acquisition Fund to fund the Operation Shield Video Surveillance Program.

SECTION 2: that the funds will be credited in the form of a Change Order from Motorola for public safety equipment and services in accordance with the Escrow Agreement dated November 15, 2007.

SECTION 3: that all Ordinances or parts of Ordinances in conflict with this Ordinance are waived for this instance only.

ESCROW AGREEMENT

This Escrow Agreement, dated as of November 15, 2007 by and among Motorola, Inc., a Delaware corporation ("Lessor"), City of Atlanta ("Lessee"), and Bank of New York Trust Company, N.A., a national banking association with a corporate trust office in St. Louis, MO, as Escrow Agent (the "Escrow Agent"):

In consideration of the mutual covenants and agreements herein set forth, the parties hereto do hereby covenant and agree as follows:

1. This Escrow Agreement relates to and is hereby made a part of Schedule A#22909, simultaneously executed with this Escrow Agreement, between Lessor and Lessee, to the Equipment Lease-Purchase Agreement dated November 15, 2007, between Lessor and Lessee ("Lease").
2. Except as otherwise defined herein, all terms defined in the Lease shall have the same meaning for the purposes of this Escrow Agreement as in the Lease.
3. Lessor, Lessee and the Escrow Agent agree that the Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent shall not be deemed to be a party to the Lease and this Escrow Agreement shall be deemed to constitute the entire agreement among Lessor, Lessee, and Escrow Agent.
4. There is hereby established in the custody of Escrow Agent a special trust fund designated Equipment Acquisition Fund (the "Acquisition Fund") to be held and administered by the Escrow Agent in trust for the benefit of Lessor and Lessee in accordance with the Escrow Agreement. Lessor, Lessee and Escrow Agent intend that the Acquisition Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Acquisition Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Lease. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Acquisition Fund, the Lessor's interest therein.
5. (a) Lessor shall deposit \$41,602,035 in the Acquisition Fund. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon order of a representative of Lessee in Qualified Investments (as hereinafter defined) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. Such investments shall be held by the Escrow Agent in the Acquisition Fund.

(b) The parties recognize and agree that the Escrow Agent will not provide supervision, recommendations or advice relative to either the investment of the Acquisition Fund or the purchase, sale, retention or other disposition of any Qualified Investment. The Lessee warrants that the investments directed to be purchased by the Escrow Agent pursuant to this paragraph 5 are Qualified Investments as defined in paragraph 6 of this Escrow Agreement.

(c) Any loss or expense incurred from an investment will be borne by the Acquisition Fund. If the Escrow Agent does not receive directions to invest the monies held in the Acquisition Fund, its only

obligation with respect to the Acquisition Fund shall be to hold it or deposit uninvested without liability for interest or other compensation to either party.

(d) The Escrow Agent is hereby authorized to execute purchases and sales of Qualified Investments through the facilities of its own trading or capital markets operations. The Escrow Agent shall send statements to each of the parties on or before the 15th day of each month reflecting activity, including but not limited to earnings, losses and expenses, for the Escrow Account for the preceding month.

6. (a) "Qualified Investments" shall be defined for purposes of this Escrow Agreement as follows, but only to the extent the same are at the time legal for investment of the funds being invested:

(i) Obligations of the State of Georgia or of other States which are rated AA or better by Standard & Poors Corporation or Aa or better by Moody's Investors Services, Inc.;

(ii) Obligations issued by the United States government;

(iii) Obligations fully insured or guaranteed by the United States government or a United States government agency;

(iv) Federal Farm Credit System;

(v) Federal Home Loan Bank System;

(vi) Federal Intermediate Credit Bank;

(vii) Prime banker's acceptances;

(viii) The local government investment pool established by O.C.G.A. section 36-83-8;

(ix) Fully collateralized repurchase agreements provided the City has on file a signed Master Repurchase Agreement, approved by the City Attorney, which details eligible collateral, collateralization ratios, standards for collateral custody and control, collateral valuation, and conditions for agreement termination and provided the repurchase agreement:

a) has a defined termination date;

b) is secured by obligations in accordance with Section 11.0 herein;

c) requires the securities being purchased by the City to be assigned to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City; and

d) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state, and which is rated no less than A or its equivalent by two nationally recognized rating services;

(x) Obligations of other political subdivisions of the state of Georgia, which are rated AA or better by Standard & Poors Corporation or Aa or better by Moody's Investors Services, Inc.;

The City will restrict investments in eligible obligations described in this section to discount notes and callable or non-callable fixed-rate securities with a fixed principal repayment amount.

(b) Any investment earnings and income on the Acquisition Fund shall become part of the Acquisition Fund, and shall be disbursed in accordance with Section 7 of this Escrow Agreement.

7. Moneys in the Acquisition Fund shall be used to pay for the cost of the acquisition of the Equipment and Services. Payment shall be made from the Acquisition Fund for the cost of acquisition of

part or all Equipment and Services upon presentation to the Escrow Agent of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached hereto as Exhibit A, executed by Lessee, together with an invoice for the cost of the acquisition of the Equipment and Services for which payment is requested and a written approval by Lessor of the Vendor to be paid. Escrow Agent shall not have any right, title or interest in any funds remaining in the Acquisition Fund after Escrow Agent has made payment for all Equipment and Services which have been made pursuant to a Payment Request and Acceptance Certificates and Lessor agrees that any funds remaining in the Acquisition Fund thereafter shall be applied to the next consecutive lease payment(s) due from Lessee.

8. Concerning the Escrow Agent. Notwithstanding any provision contained herein to the contrary, the Escrow Agent, including its officers, directors, employees and agents, shall:

(a) not be liable for any action taken or omitted under this Escrow Agreement so long as it shall have acted in good faith and without fraud, malice or gross negligence; and shall have no responsibility beyond the exercise of ordinary care to inquire into or determine the genuineness, authenticity, or sufficiency of any securities, checks, or other documents or instruments submitted to it in connection with its duties hereunder;

(b) upon the exercise of ordinary care, be entitled to deem the signatories of any documents or instruments submitted to it hereunder as being those purported to be authorized to sign such documents or instruments on behalf of the parties hereto, and, absent any obvious indication of forgery or fraud, shall be entitled to rely upon the genuineness of the signatures of such signatories without inquiry and without requiring substantiating evidence of any kind; and have no liability for acting upon any written and/or facsimile and/or e-mail instructions presented by Lessee or Lessor in connection with the Escrow Agreement which the Escrow Agent in good faith, and exercising ordinary care, believes to be genuine.

(c) be entitled to refrain from taking any action contemplated by this Escrow Agreement in the event that it becomes aware of any disagreement between the parties hereto pertaining to disbursements from the Acquisition Fund, execution of an Acceptance Certificate or satisfaction of a Payment Request;

(d) have no responsibility or liability for any diminution in value of any assets held hereunder which may result from any investments or reinvestment made in accordance with any investment or reinvestment instruction from Lessee's representative;

(e) be entitled to compensation for its services hereunder as per Exhibit B, which is attached hereto and made a part hereof, and for reimbursement of its out-of-pocket expenses including, but not by way of limitation, the fees and costs of attorneys or agents which it may find necessary to engage in performance of its duties hereunder, all to be paid by Lessee;

(f) to the extent authorized by Georgia law and subject to applicable Georgia constitutional limitations, be indemnified and saved harmless by Lessee hereto from all losses, costs, and expenses, including attorney fees which may be incurred by the Escrow Agent as a result of its acceptance of the Acquisition Fund or arising from the performance of its duties hereunder, unless the Escrow Agent shall have been adjudged to have acted in bad faith, failed to have exercised ordinary care or to have been grossly negligent, and such indemnification shall survive its resignation or removal, or the termination of this Escrow Agreement until extinguished by any applicable statute of limitations;

(g) in the event any dispute shall arise between the parties with respect to the disposition or disbursement of any of the assets held hereunder, be permitted to interplead all of the assets held hereunder into a court of competent jurisdiction, and thereafter be fully relieved from any and all liability

or obligation with respect to such interpleaded assets, unless the basis for the dispute is related to the Escrow Agent's failure to perform according to the terms of this Escrow Agreement. The parties further agree to pursue any redress or recourse in connection with such a dispute not related to the Escrow Agent's failure to perform according to the terms of this Escrow Agreement, without making the Escrow Agent a party to same;

(h) only have those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the parties to this Escrow Agreement. Except for definitions, terms and conditions of other agreements which are referenced in this Escrow Agreement, the Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document between the other parties hereto, in connection herewith. This Escrow Agreement and all attachments and exhibits to this Escrow Agreement, sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Escrow Agreement or any other Agreement. **IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, INDIRECTLY, FOR ANY (i) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES WHICH RESULT FROM THE ESCROW AGENT'S FAILURE TO ACT ON INVESTMENT DIRECTION FROM LESSEE'S REPRESENTATIVE IN ACCORDANCE WITH THE REASONABLE COMMERCIAL STANDARDS OF THE BANKING BUSINESS, OR (ii) CONSEQUENTIAL DAMAGES;**

(i) have the right, but not the obligation, to consult with nationally-recognized counsel of its choice and shall not be liable for action taken or omitted to be taken by the Escrow Agent either in accordance with the advice of such counsel;

(j) have the right to perform any of its duties hereunder through agents, attorneys, custodians or nominees; and

(k) not be required by any provision of this Escrow Agreement to expend or risk its own funds in the performance of its duties if it shall have reasonable grounds for believing that repayment of such funds is not reasonably assured to it.

Any banking association or corporation into which the Escrow Agent (or substantially all of its corporate trust business) may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, except as to notice to Lessee and Lessor of the succession.

9. Tax Matters.

(a) Tax Allocation and Reporting. The parties agree that, for tax reporting purposes, all interest or other income from investment of the Acquisition Fund shall, as of the end of each calendar year and to the extent required by the Internal Revenue Service be reported as having been earned by Lessee, whether or not income was disbursed during a particular year.

(b) Certification of Tax Identification Number. At the time funds are initially deposited into the Acquisition Fund, the parties shall provide the Escrow Agent with certified tax identification numbers by furnishing appropriate W-9 or W-8 and such other forms and documents that the Escrow Agent may request. The parties understand that if such tax reporting documentation is not provided and certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code of 1986, as amended,

and the Regulations promulgated thereunder, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Escrow Agreement.

(c) The Escrow Agent agrees to keep and retain the records referred to in §§4.3, 4.4(c) and 7.6 of the Tax Agreement until three (3) years after the Loan is paid in full.

10. The Acquisition Fund shall terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate with the portion thereof designated "Final Acceptance Certificate" properly executed by Lessee, or (b) the presentation of written notification by the Lessor, or if the Lessor shall have assigned its interest under the Agreement, then the assignees or subassignees of all of Lessor's interest under the Lease or an Agent on their behalf, that an Event of Default has occurred or that Lessee has terminated the Lease pursuant to Section 6 of the Lease. Upon termination as described in clause (a) of this paragraph, any amount remaining in the Acquisition Fund shall be used to pay the next scheduled Lease Payment or Lease Payments when due until exhausted. Upon termination as described in clause (b) of this paragraph, any amount remaining in the Acquisition Fund shall immediately be paid to Lessor or, pro rata, to any assignees or subassignees of Lessor.

11. The Escrow Agent may at any time resign by giving at least 30 days written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by the Lessor and Lessee. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee, and the predecessor Escrow Agent. Thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trust, powers, rights, duties and obligations of the Escrow Agent under this Escrow Agreement, and the predecessor Escrow Agent shall deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent.

12. The Escrow Agent incurs no liability to make any disbursements pursuant to the Escrow Agreement except from funds held or received in the Acquisition Fund. The Escrow Agent makes no representations or warranties as to the title to any Equipment or as to the performance of any obligations of Lessor or Lessee.

13. Notices. Any notice, consent or request to be given in connection with any of the terms or provisions of this Escrow Agreement shall be in writing and be given in person, by facsimile transmission or courier delivery service or by mail, and shall become effective (a) on delivery if given in person, (b) on the date of delivery if sent by facsimile with receipt confirmed by telephone or by courier delivery service, or (c) four business days after being deposited in the mails, with proper postage prepaid for first-class registered or certified mail.

Notices shall be addressed as follows:

if to Lessor: Motorola Credit Corp.
Attn: Director of Customer Financing
1301 E. Algonquin Road
Schaumburg, IL 60196

if to Lessee: Chief Procurement Officer

Department of Procurement
City of Atlanta
City Hall, 55 Trinity Avenue, S.W.
Suite 1790
Atlanta, Georgia 30303

With a copy to: Director, Bureau of General Services
City of Atlanta
City Hall, 55 Trinity Avenue, S.W.
Suite XXXX
Atlanta, Georgia 30335

Chief Financial Officer
City of Atlanta
City Hall Tower, 68 Mitchell Street
Suite 11100
Atlanta, Georgia 30303

if to the Escrow Agent: Bank of New York Trust Company, N.A.
911 Washington Ave.
St. Louis, MO 63101

14. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

15. This Escrow Agreement may not be amended except by a written instrument executed by Lessor, Lessee and the Escrow Agent.

16. Governing Law, Counterparts. This Agreement shall be construed in accordance with the laws of the State of Georgia. It may be executed in several counterparts, each one of which shall constitute an original and all collectively shall constitute but one instrument.

The remainder of this page is intentionally left blank and is followed by a signature page.

IN WITNESS WHEREOF, Lessor, Lessee and the Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives.

MOTOROLA, INC. (Lessor)

David A. Kliebitz

David A. Kliebitz
Title: Authorized Signatory

ATTEST

Asst
[Signature]
Corporate Secretary

Affix Corporate Seal Here

Bank of New York Trust Company, N.A.
Escrow Agent

Title

ATTEST

Corporate Secretary

Affix Corporate Seal Here

CITY OF ATLANTA (Lessee)

[Signature]
MAYOR

ATTEST

[Signature]
MUNICIPAL CLERK FORIS WEBB III
DEPUTY MUNICIPAL CLERK

Recommended By:

[Signature] for Greg Giornelli
Commissioner, Using Agency

[Signature]
Chief Procurement Officer

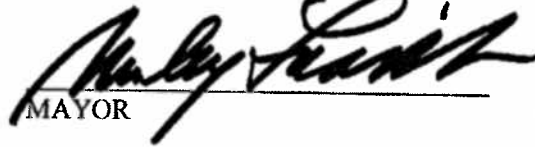
Approved as to Form:

[Signature]
City Attorney / Senior Asst.

IN WITNESS WHEREOF, Lessor, Lessee and the Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives.

MOTOROLA, INC. (Lessor)

CITY OF ATLANTA (Lessee)


MAYOR

Title

ATTEST

ATTEST

Corporate Secretary

MUNICIPAL CLERK


Affix Corporate Seal Here

Recommended By:

Commissioner, Using Agency

Bank of New York Trust Company, N.A.
Escrow Agent

Chief Procurement Officer

 LORI-ANN SCRIMMO


Assistant Vice President

Approved as to Form:

Title

City Attorney

ATTEST

 MARY E. MARLER
Asst Corporate Secretary ASSISTANT SECRETARY

Affix Corporate Seal Here

RCS# 1122
6/20/11
4:51 PM

Atlanta City Council

REGULAR SESSION

CONSENT II EXCEPT 11-O-0950, 11-O-0951, 11-O-0952

REFER

YEAS: 12
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 3
EXCUSED: 0
ABSENT 1

Y Smith	Y Archibong	Y Moore	Y Bond
Y Hall	Y Wan	Y Martin	NV Watson
Y Young	B Shook	Y Bottoms	Y Willis
Y Winslow	NV Adrean	Y Sheperd	NV Mitchell

CONSENT II

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: FINANCE/EXECUTIVE

Caption:

AN ORDINANCE BY FINANCE EXECUTIVE COMMITTEE AUTHORIZING THE MAYOR TO ACCEPT AND APPROPRIATE INTEREST INCOME FROM THE CERTAIN LEASE PURCHASE AGREEMENT WITH MOTOROLA AS DEFINED IN THE ESCROW AGREEMENT BETWEEN THE CITY OF ATLANTA, MOTOROLA AND BANK OF NEW YORK TRUST COMPANY AS ESCROW AGENT IN THE AMOUNT OF SIX HUNDRED EIGHTY-FIVE THOUSAND, SEVEN HUNDRED NINETY-NINE DOLLARS AND THIRTY-NINE CENTS (\$685,799.39) FROM THE MOTOROLA RADIO UPGRADE EQUIPMENT ACQUISITION FUND TO FUND THE OPERATION SHIELD VIDEO SURVEILLANCE PROGRAM; AND FOR OTHER PURPOSES

Council Meeting Date: July 5, 2011

Requesting Dept.: Information Technology

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

DIT would like the City of Atlanta to accept and appropriate \$685,799.39 credit from the Motorola Radio Upgrade Equipment Acquisition Fund to fund the Operation Shield Video Surveillance program.

2. Please provide background information regarding this legislation.

The City entered into a multi-term contract No. FC-6007000017, Radio System Upgrade for an amount not to exceed \$41,602,035.00, pursuant to 07-R-2163 adopted by Atlanta City Council on November 05, 2007 and Approved by the Mayor on November 5, 2007. The lease agreement called for the designation of an interest bearing escrow account, Equipment Acquisition Fund ("Acquisition Fund") between Motorola and the City to be administered by Bank of New York Trust Company as the Escrow Agent. The terms of lease agreement called for the City to deposit \$41,602,035.00 into the Acquisition Fund to be used to pay for the cost of the acquisition of the equipment and services provided by Motorola. Upon the termination of the lease Motorola has the option to pay the funds remaining in the escrow account to any assignee or sub-assignee.

Motorola has designated the City as an assignee of the remaining funds in the escrow account in the form of a credit to fund the Operation Shield Video Surveillance Program.

3. If Applicable/Known:

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** N/A

(b) **Source Selection:** N/A

(c) **Bids/Proposals Due:**

(d) **Invitations Issued:**

(e) **Number of Bids:**

(f) **Proposals Received:**

(g) **Bidders/Proponents:**

(h) **Term of Contract:** N/A

4. Fund Account: N/A

5. Source of Funds:

6. Fiscal Impact: \$0

7. Method of Cost Recovery:

This Legislative Request Form Was Prepared By: Kathleen Lane, DIT Compliance Analyst

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE BYRD

Dept.'s Legislative Liaison: Kathleen Lane

Contact Number: 404-335-1983

Originating Department: Department of Information Technology

Committee(s) of Purview: Finance/Executive Committee

Chief of Staff Deadline: May 27, 2011

Anticipated Committee Meeting Date(s): June 15 & 29 2011

Anticipated Full Council Date: July 5, 2011

Legislative Counsel's Signature: [Signature]

Chief Information Officer Signature (for IT Procurements) [Signature]

Commissioner Signature: _____

Chief Procurement Officer Signature: [Signature]

CAPTION

Mayor's Staff Only

AN ORDINANCE BY FINANCE EXECUTIVE COMMITTEE AUTHORIZING THE MAYOR TO ACCEPT AND APPROPRIATE INTEREST INCOME FROM THE CERTAIN LEASE PURCHASE AGREEMENT WITH MOTOROLA AS DEFINED IN THE ESCROW AGREEMENT BETWEEN THE CITY OF ATLANTA, MOTOROLA AND BANK OF NEW YORK TRUST COMPANY AS ESCROW AGENT IN THE AMOUNT OF SIX HUNDRED EIGHTY-FIVE THOUSAND, SEVEN HUNDRED NINETY-NINE DOLLARS AND THIRTY-NINE CENTS (\$685,799.39) FROM THE MOTOROLA RADIO UPGRADE EQUIPMENT ACQUISITION FUND TO FUND THE OPERATION SHIELD VIDEO SURVEILLANCE PROGRAM; AND FOR OTHER PURPOSES

FINANCIAL IMPACT: (if any) \$0

Received by CPO: _____

(date)

Received by LC from CPO: _____

5/25/11

(date)

Received by Mayor's Office: [Signature]

(date)

Reviewed by: [Signature]

(date)

Submitted to Council: _____